

NRCA 163224

Victorian Railways

Conditions of Contract
— for —
Switches & Crossings.

Received from Mr Lewis
25 Feb 1864

Form No 34

February 1864

Victorian Railways

Conditions of Contract — for — Switches & Crossings

The Contract is to include the supply of all the materials and parts whatsoever (except the rails) for and the manufacture and entire completion of the Switches and crossings according to the following Specification and the drawings referred to therein; the securely packing of such parts as may require it, and the delivery of the whole ready for transshipment to Melbourne, free on board an export vessel at either of the ports hereinafter named

Specification

The Switches and crossings are to be of the kind known as "Cair's Patent"

The Drawings hereinafter referred to are three in number and are marked "Victorian Railways" "Switches Drawing No 1" and "Crossings Drawings No's 2 and 3 respectively"

The Rails which will be of Steel will be furnished to the Manufacturer but he is to supply all other materials whatsoever

TO BE DELIVERED TO THE OFFICE
OF THE ENGINEER IN CHARGE
G.W.R. MELBOURNE

Materials

The Chairs and all other castings are to be of the form and dimensions shown on the drawings subject to such alterations as may be necessary to suit the different angles. They are to be of good grey cast iron, run from the Cupola. A bar of the iron 2 in. deep by 1 in. wide, taken from each running, shall bear without fracture a load of 27 Cwt on the centre when supported on bearings 3 feet apart. The trenail or spike holes are to be cast exactly to a gauge that will be furnished by the Engineer.

The whole of the wrought ironwork for the bolts, nuts, levers, rods, pins, cotters and any other parts, is to be of good tough iron not inferior to S. C. Crown.

Switches

The total number of Switches required will be 60 of which 45 are to have unequal tongues, viz 25 left hand and 20 right hand. The remaining switches are to have equal tongues.

The several parts of which the switches will consist are enumerated on the drawing.

Ten sets of duplicate chairs are to accompany the switches.

Croppings

The total number of croppings required will be 120 of which 90 will be acute and 30 obtuse or elbow croppings.

They will be of the following angles viz

8 - 1 in 6

8 - 1 in 7

10 - 1 in $7\frac{1}{2}$

25 - 1 in $8\frac{1}{2}$

25 - 1 in 9

8 - 1 in 11

3 - 1 in 14

3 - 1 in 16

30 obtuse crossings 1 in 6.

The several parts of which the Crossings will consist are enumerated on the drawings

15 Sets of chairs for the crossings in the proportion of the above numbers for the different angles are to accompany the crossings

Every part of the switches and crossings shall receive two coats of good lead and oil paint, of different colors to distinguish the coats but no painting is to be done previously to inspection

All the chairs are to be marked with the initials V. R. and those of the Manufacturer The name of the Patentee and the distinguishing letters are to be cast on the chairs as described in the drawing

General Stipulations.

The Manufacturer is to put together complete copy switch and crossing on his own premises for the examination and approval of the Engineer or his Inspector and none are to be sent away from the manufacturers premises until they have been so put together examined and approved and such approval certified in writing by the Engineer

The manufacturer shall within fourteen days from the time when sufficient rails are supplied to him, prepare a specimen switch and crossing for the approval of the Engineer and no other work shall be commenced until the same shall have been so approved of: and should it be found that any of the switches or crossings do not agree with such specimen or are in any way inferior to it in quality, they will be at once rejected; but such approval of the specimen is not in any way to relieve the manufacturer from any responsibility incurred under the terms of this Specification.

The switches and crossings are to be manufactured at the works known as The

No part of the Contract shall be sublet without the consent in writing of the Engineer.

The Manufacturer is to provide at his own cost all labor and instruments required by the Engineer or Inspector for testing and gauging the work.

The Manufacturer is to pay all patent rights and royalties which may be due to any patentee or other persons, so as to relieve the purchaser from all claims in respect of any costs beyond the Contract price.

The Engineer referred to throughout this Specification is Mr. R. P. Breton of 18 Duke Street Westminster or other the Inspecting or Engineer for the time being, appointed on behalf of the Government of Victoria, and the Inspector referred to is any person whom the said Engineer may appoint to watch and examine into the manufacture of the articles required under

this Contract. And such Engineer and his inspectors are to have full power to inspect the articles during every stage of their manufacture and for this purpose shall have free access to any works where or when any work in connexion with this contract is being carried on; and should any workmanship or material or any complete article appear to the Inspector to be imperfect or not in every respect in accordance with this Specification the same shall be or be immediately rejected or may be set aside for the opinion of the Engineer who shall have full power to reject all such articles as he may be dissatisfied with and whether they may have been manufactured under his inspection or not; and all such rejected articles are to be immediately removed from the works by the manufacturer or set apart in some convenient place where they may be easily seen and recognized and articles of approved manufacture are to be supplied in their stead. And generally all the work required under the Contract, including the packing shall in point of materials workmanship and mode of proceeding, be in all respects to the entire satisfaction of the said Engineer and no article is to be considered as completed according to the contract nor will any payment be made in respect of the same, unless the Engineer shall have given a certificate of its having been executed completed and if necessary packed to his satisfaction.

Delivery

The switches and crossings are to be delivered

free on board vessels at either of the ports of London Liverpool Hartlepool or Bristol as may be directed from time to time by the purchaser

The manufacturer is to deliver twenty pairs of switches and twenty crossings complete before the 15th day of April next or within fifteen days after the receipt of a sufficient number of rails and to complete the final delivery of the whole quantity before the day of 1864 and in default of such deliveries being effected within the periods so specified, the manufacturer shall pay or allow to the purchaser by way of diminution of the price the sum of 12 per cent on the value of the articles in arrear per diem for each day after such date until the delivery shall have been completed

Payment

The switches, crossings & duplicate parts will be paid for at the following rates, delivered in each case free on board in the ports named and within the stipulated time viz:-

Switches complete with equal tongues £	
at London £	at Liverpool £
at Hartlepool and £	at Bristol.
Switches complete with unequal tongues £	
at London £	at Liverpool £
at Hartlepool and £	at Bristol. Acute
crossings, complete £	at London
£ at Liverpool £	at Hartlepool £
at Bristol. Obtuse crossings £	at London £
at Liverpool £	at Hartlepool and £
at Bristol. Duplicate Chaus £	per lot at London
£ per lot at Liverpool £	per lot at
Hartlepool and £	per lot at Bristol

February 1864.

Victorian Railways,
Contract for Switches & Crossings

Memorandum.

The number of Switches, required, is 60 and of Crossings 120.

The Tenders are to be addressed to H. C. E. Childers Esq^r. M.P. and delivered at N. 11 Great Queen Street Westminster before eleven o'clock on Tuesday the 23rd day of February 1864

The Tenders are to state:

1. The number tendered for, which must be the whole quantity
2. The rate at which the Manufacturer will undertake to deliver the Switches and Crossings, and a fixed date for the final delivery, which must not be later than 31st May 1864 but an earlier date will be preferred
3. The price, including delivery free on board, at each of the ports of London, Liverpool, Hartlepool, and Bristol.

The Manufacturer will be required to sign a Contract containing a copy of the Specification, having the blanks filled up in accordance with his Tender, immediately upon his Tender being accepted, and to enter into a Bond himself with two satisfactory Sureties, to an amount equal to 10 per cent on the gross amount of the accepted Tender, for the due performance of the Contract, according to the Conditions of the Specification.

A Form of Tender is annexed.

The Conditions of Contract are to be returned with and form part of the Tender.

Victorian Railways

Tender for Switches and Crossings

To H. C. Childers Esq^r M. P.

Sir, We

offer to supply the Board of Land and Works for the Colony of Victoria with sixty pairs of Switches and one hundred and twenty crossings complete and with the requisite number of Duplicate Chairs, manufactured and delivered in accordance with the Specification and Drawings therein referred to, and the stipulations contained in the foregoing 'Conditions of Contract' at the following prices, viz:

	Delivered free on board in London.	Delivered free on board in Liverpool.	Delivered free on board in Blackpool.	Delivered free on board in Bristol.
Switches complete				
With equal tongues . . . each				
With unequal tongues				
Crossings complete				
Acute				
Obtuse				
Duplicate chairs per cent.				

The whole to be manufactured at our Works, known as
"The

Should this offer be accepted we will undertake to deliver twenty sets before the 15th April, next or within fifteen days from the receipt of the requisite rails, and the whole number of Switches and Crossings before the day of 1864.

We shall also be prepared to furnish two Sureties, to join with ourselves in a Bond for an amount equal to 10 per cent. upon the gross amount of the accepted Tender conditioned on the due fulfilment of the contract.

Dated this day of 1864.

Signature